

EXHIBIT 9

FROM : SANDRA HICKS, CLERK, LAW OFFICE

PHONE NO. : 203 380 1315

DATE : 12 18 2023

OPERATING AGREEMENT
BETWEEN
SHORELINE AVIATION, INC.
&
SOUND AIRCRAFT SERVICES, INC.

WHEREAS, Shoreline Aviation, Inc., ("Shoreline"), a Connecticut Corporation whose principal place of business is at 40 Thompson Avenue, East Haven, Connecticut, and Sound Aircraft Services, Inc., ("Sound"), a New York corporation whose principal place of business is at East Hampton Municipal Airport, East Hampton, New York, desire to enter into an Operating Agreement wherein they will each enhance the aviation and airport services available to the community of East Hampton, New York by their agreement; and

WHEREAS, Shoreline intends to occupy Industrial Site No. 27, the East Hampton Airport Industrial Park ("Site") formerly known as the East Hampton Air Hangar, at the East Hampton Municipal Airport, in conjunction with Sound and in accordance with the terms of this Operating Agreement;

NOW, THEREFORE, the parties agree to the following:

I. HANGAR AND TIE DOWN FACILITIES

A. This Agreement is subject to Shoreline entering into a leasehold agreement ("Lease") with the Town of East Hampton to renovate the existing structure and pay an annual rental in accordance with the terms of Shoreline's Proposal to the Town of East Hampton, for a term of twenty years duration, including an option to renew for an additional ten year term as described in the Town's proposed lease agreement and in accordance with the proposal by Shoreline to the Town of East Hampton.

B. Shoreline shall be solely responsible for the renovation and any lease payments due in accordance with the Lease.

C. Shoreline shall offer to the general public and Sound both hangar and tie down space on the Site.

II. AIRCRAFT MANAGEMENT & CHARTER

A. Shoreline shall conduct its primary business of aircraft management and charter from Site. To the extent that Sound provides personnel and/or handling for these operations, the two companies shall develop a mutually acceptable schedule of fees prior to joint operations.

B. Sound shall continue to offer flight reservation services and ground handling at the Site and at the Airport Terminal Building in accordance with its current operating agreement in place between the parties.

PCN : SANDPAPER INC. AIR-LEAD OFFICE

PHONE NO. : 203 380 1215

DATE : 15 APR 1998

C. Shoreline intends to expand its existing service to include operation as a scheduled commuter (pending DOT and FAA approval) and to further expand service to include operation of aircraft with 10 or more seats to more adequately serve the East Hampton community. Said service is expected to be provided in twin-engine turbine powered aircraft such as a Twin Otter or equivalent aircraft both for its amphibious operations and its land based services.

D. Sound shall continue to provide reservations and ground handling at the time of the expansion. Shoreline, however, shall provide the dispatcher services in accordance with the requirements of Federal Aviation Regulations FAR Part 135 and Part 121 as may be applicable.

III. AIRCRAFT MAINTENANCE

A. Shoreline shall relocate its Amphibious Aircraft operations to the Site. Currently eight aircraft are used in amphibious charter service. Sound shall provide maintenance on the based aircraft in accordance with Shoreline's operational requirements with specifications by Shoreline and/or its employees.

B. Shoreline shall provide adequate space within the Site to Sound to accommodate the tie down or hangarage of said aircraft with sufficient space set aside to allow for the operation of a maintenance facility. Shoreline shall sublet space to Sound by a separate agreement to permit for the expansion of Sound's maintenance operation to accommodate growth anticipated.

C. Avionics services currently available only through Shoreline facilities in Connecticut shall be extended to East Hampton under contract to or in conjunction with Sound.

IV. AIRCRAFT FUEL AND LINE SERVICES

A. Sound shall provide Shoreline with fueling services for Shoreline's aircraft at a price determined by market conditions and on a variable scale based on volume. Sound shall provide retail fuel services to the general public and Shoreline's hangar and tie down customers.

B. Sound shall continue to provide ground handling such as baggage, aircraft repositioning, parking, and refueling for all aircraft in accordance with its current operating agreements with the Town of East Hampton.

V. FLIGHT INSTRUCTION

Shoreline shall provide office, classroom and tie down space at the Site to accommodate the activities of a flight school. This flight school shall be

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT

PHONE NO. : 203 380 1215

JUL 19 1996 CT 1200 PL

operated by Sound Aircraft Flight Enterprises, Inc., or by mutual agreement of the parties, by Professional Flight Training, Inc., Shoreline's flight training subsidiary.

VI. REQUIRED PERSONNEL

Shoreline shall employ a General Manager for operations at East Hampton to include but not be limited to the day to day operations of the facility. Shoreline employees shall staff the following positions:

- General Manager (1)
- Reception, Clerical Administrative (1)
- Accounting (1)
- Building Maintenance (1)
- Pilots (6)
- Maintenance Inspector (1)

Sound employees shall staff the following positions to service the requirements of Shoreline and retail customers at the facility:

- General Manager (1)
- Reservation/Handling (2)
- Director of Maintenance (1)
- Aircraft Maintenance Technicians (5)
- Line personnel/Fuelers (4)
- Flight Instructors (2)

The parties agree that they may determine in the future that employment of any personnel may be shifted by mutual consent from one party to the other except as may be required by the Federal Aviation Administration's regulations.

Any and all notices shall be directed to the following addresses:

Shoreline Aviation, Inc.
Att: John D. Kelly
P.O. Box 120187
East Haven, CT 06512

Sound Aircraft Services, Inc.
Att: Steven Tuma
P.O. Box 438
Wainscott, NY 11975

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on this, the 16 day of July, 1996.

SHORELINE AVIATION, INC.

By John D. Kelly
John D. Kelly
Its President

SOUND AIRCRAFT SERVICES, INC.

By Steven Tuma
Steven Tuma
Title President

07/15/1996 09:46 5163511008

LFA LLC

PAGE 03

FROM : SANDRA MEDLOCK@LFA-LLC.OFFICE

PHONE NO. : 203 380 1215

JUL 15 1996 07:02PM RE

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&
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07/15/1996 09:46 5163511088

LFA LLC

PAGE 04

FROM : SANDPAPER INC. JOHNSLAND OFFICE

PHONE NO. : 203 380 1315

JUL 15 1996 07:00PM E.

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FROM : SANDRA WOODRUFF/KLANKOFFICE

PHONE NO. : 203 380 1215

JUL 15 1996 07:12AM

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SOUND AIRCRAFT SERVICES, INC.

By John D. Kelly
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By Steven Tuma
 Title Pres.